

A-5496

- (a) Construct a rear addition, the cornice and gutter of which would encroach nine-tenths of one foot (0.9 ft) into the east side yard setback.
- (b) Construct a fireplace and flue assembly onto the aforementioned proposed addition, which would encroach one and one-half feet (1.5 ft) into the east side yard setback, and the cornice and gutter of which would encroach up to an additional three-tenths of one foot (0.3 ft) into the east side yard setback for a total encroachment of one and eight-tenths of a foot (1.8 ft).

Mr. and Mrs. John J. Campanella
22 Hesketh Street

**CHEVY CHASE VILLAGE
NOTICE OF PUBLIC HEARING**

Please take notice that the Chevy Chase Village Board of Managers will hold a public hearing on the 9th day of February, 2009 at 7:30 p.m. The hearing will be held at the Chevy Chase Village Hall at 5906 Connecticut Avenue in Chevy Chase, Maryland.

**APPEAL NUMBER A-5496 (a)-(b)
MR. AND MRS. JOHN J. CAMPANELLA
22 HESKETH STREET
CHEVY CHASE, MARYLAND 20815**

The applicants seek a variance from the Board of Managers pursuant to Section 8-12 of the Chevy Chase Village Building Code to:

- (a) construct a rear addition, the cornice and gutter of which would encroach nine-tenths of one foot (0.9 ft.) into the east side yard setback; and
- (b) construct a fireplace onto the aforementioned proposed addition, which would encroach one and one-half feet (1.5 ft) into the east side yard setback, and the cornice and gutter of which would encroach up to an additional three-tenths of one foot (0.3 ft) into the east side yard setback for a total encroachment of one and eight-tenths of one foot (1.8 ft).

The Chevy Chase Village Code § 8-17 (g) states:

No part of any building, structure or play equipment shall be erected or maintained within seven (7) feet of the side or rear lot lines nor within ten (10) feet of the nearest adjacent dwelling.

Additional information regarding this appeal may be obtained at the Chevy Chase Village Office between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday, may be viewed on the Village website at www.ccvillage.org or you may contact the office for this information to be mailed to you.

This notice was mailed to abutting property owners on the 29th day of January, 2009.

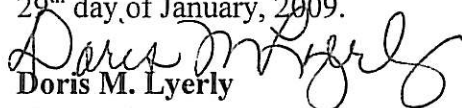
**Chevy Chase Village Office
5906 Connecticut Avenue
Chevy Chase, Maryland 20815
301-654-7300**

MAILING LIST FOR APPEAL A-5496 (A) & (B)

MR. AND MRS. JOHN J. CAMPANELLA
22 HESKETH STREET
CHEVY CHASE, MARYLAND 20815

Adjoining and confronting property owners	
Mr. Daniel H. Waterman Ms. Deborah G. Hirtz Or Current Resident 15 Hesketh Street Chevy Chase, MD 20815	Mr. and Mrs. William J. Walsh Or Current Resident 24 Hesketh Street Chevy Chase, MD 20815
Mr. and Mrs. Joseph R. Schurman Or Current Resident 17 Hesketh Street Chevy Chase, MD 20815	Mr. Martin J. Weinstein Ms. Lori A. Leonovicz Or Current Resident 25 Hesketh Street Chevy Chase, MD 20815
Mr. and Mrs. Perry W. Linder Or Current Resident 18 Hesketh Street Chevy Chase, MD 20815	Mr. Joseph G. Howe, III Ms. Mary Frances Pearson Or Current Resident 26 Hesketh Street Chevy Chase, MD 20815
Mr. and Mrs. John C. Dugan Or Current Resident 20 Hesketh Street Chevy Chase, MD 20815	Ms. Robin C. Heller Or Current Resident 19 Grafton Street Chevy Chase, MD 20815
Mr. Ross Wiener Ms. Mel Oncu Or Current Resident 21 Hesketh Street Chevy Chase, MD 20815	Mr. and Mrs. William J. McKee Or Current Resident 21 Grafton Street Chevy Chase, MD 20815
Mr. and Mrs. John J. Lively Or Current Resident 23 Hesketh Street Chevy Chase, MD 20815	Ms. Margaret (Peggy) B. Thomson Or Current Resident 23 Grafton Street Chevy Chase, MD 20815

I hereby certify that a public notice was mailed to the aforementioned property owners on the 29th day of January, 2009.


Doris M. Lyerly
Chevy Chase Village
5906 Connecticut Avenue
Chevy Chase, MD 20815

GEOFFREY B. BIDDLE
Village Manager
DAVID R. PODOLSKY
Legal Counsel

CHEVY CHASE VILLAGE
5906 CONNECTICUT AVENUE
CHEVY CHASE, MD 20815
Telephone (301) 654-7300
Fax (301) 907-9721
ccv@montgomerycountymd.gov

January 29, 2009

BOARD OF MANAGERS
DOUGLAS B. KAMEROW
Chair
DAVID L. WINSTEAD
Vice Chair
SUSIE EIG
Secretary
GAIL S. FELDMAN
Treasurer
BETSY STEPHENS
Assistant Treasurer
PETER M. YEO
Board Member
ROBERT L. JONES
Board Member

Ms. Cynthia Hamilton
Hamilton Snowber Architects, PC
2741 Woodley Place, N.W.
Washington, DC 20008

RE: Campanella Residence: 22 Hesketh Street, Chevy Chase, Maryland

Dear Ms. Hamilton:

Please note that your request for a variance to construct a rear addition on behalf of the owners of the above-referenced property is scheduled before the Board of Managers on Monday, February 9, 2009 at 7:30 p.m. in the Village Hall.

Either you or another representative must be in attendance to present your case. At that time, you may introduce additional documents or provide testimony in support of the request.

For your convenience, enclosed please find a copy of the Public Hearing Notice and mailing list. Please contact the Village office in advance if you will be unable to attend.

Sincerely,



Doris M. Lyerly
Permitting & Code Enforcement Specialist
Chevy Chase Village

Enclosures

cc: Mr. and Mrs. John J. Campanella, 22 Hesketh Street, Chevy Chase, Maryland

Chevy Chase Village Building Permit Application

Permit Number:

A-5496

Date of Application:

1/22/09

Applicant Name: <u>Fathy & John Campomella</u>	
Address: <u>22 Hesheth Street</u>	Phone: <u>301.215.4151</u>
Contractor:	Phone: <u>'</u>
Contact Person: <u>Mr. Snodden</u>	MHI/MD Contractor's Lic. No. <u>202-285-4984</u>

Filing Requirements

- ☒ A recent house location survey showing all existing and proposed structures.
- ☒ Construction plans and specifications. If trees that are twenty-four inches (24") in circumference or larger measured four feet six inches (4'6") above ground level are at risk of being disturbed during the construction, they must be shown on the submittal plans.
- ☐ Copy of stamped, approved Montgomery County drawings (if required). These drawings will remain on file at Chevy Chase Village.
- ☐ Copy of plans that show location of dumpster, portable sanitation facility, delivery zone and parking area.
- ☒ Copy of Covenants (if required).
- ☐ The filing fees for a Chevy Chase Village Building Permit are listed in Chapter 6 of the Village Code.
- ☐ Completed Building Permit Application and payment of filing fees.

The Village Manager will review the application and accompanying documents and, under most circumstances, will act on the building permit within 5 to 10 working days.

In the event the Montgomery County building permit is suspended, revoked or lapsed, the Village permit is automatically suspended, revoked or lapsed.

No signs advertising the contractor, architect or other service provides associated with the permitted project shall be posted on the site.

I hereby certify that I have the authority to make the foregoing application, that the application is correct, that I have read and understood all requirements and that the construction will conform to the regulations of the Building Code, the Montgomery County Zoning Code, the Village Tree Ordinance, and all applicable covenants on the above property.

Applicant's Signature:

[Signature]

Date: 1.16.09

For use by HPC only:

Historic Area Work Permit required?

Yes ☐

No ☐ _____ (HPC initials)

Exact Description of Construction Plans:

Proposed one-story kitchen with gas fireplace.
Proposed one-story mudroom.

- ☐ Check here if the construction will require the demolition of over fifty (50) percent of any existing structure.
☐ Check here if a dumpster will be used (only permitted on private property). If so, applicant must file for a Village Dumpster Permit.

Parking Compliance

Is adequate on-site parking available for the construction crews? ☒ Yes ☐ No

If the answer is no, please provide a plan for parking which minimizes inconvenience to neighboring residents indicating if the property is in a permit parking area.

Will road closings be required due to deliveries, equipment or other reasons? ☐ Yes ☒ No

Responsible Party:

Will the residence be occupied during the construction project? ☒ Yes ☐ No

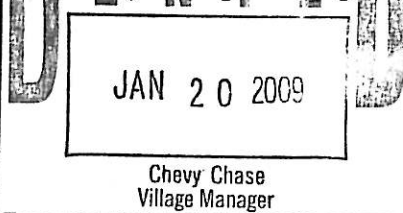
If no, please provide the name, address, business and after-hours phone number for the project manager or the party responsible for the construction site.

For Use By Village Manager

Approved with the following conditions:

For Use By Village Manager

Denied for the following reasons:



ENCROACHES INTO SIDE YARD SETBACK
Jeffrey Bode

Filing Fees		Checks Payable To:	Chevy Chase Village
Permit Fee:	50	check # 2022	5906 Connecticut Avenue
Damage Deposit:			Chevy Chase, MD 20815
Appeal Fee:	250.00	Date: 1/16/09	
Tree Preservation Plan:		Staff Signature:	
Total Fees & Deposits:	300.00	<i>Dawn M. R.</i>	

HAMILTON SNOWBER

Architects

January 26, 2009

Village Manager
Chevy Chase Village
5906 Connecticut Avenue
Chevy Chase, MD 20815

We are seeking a side yard variance for the residence at 22 Hesketh Street, Chevy Chase, MD. The house is a center hall Dutch colonial with a basement. The owners, John and Kathy Campanella, have lived in the house with their two children since 2004.

Project Description

The house sits on a lot with minimum side yards (approx. 6.9') and front setback (approximately 27.5'). There is an open front stoop and a free-standing garage at the rear of the house.

We have developed plans for a new one-story rear Kitchen addition and a separate Mudroom addition (this is not the subject of this variance). In order to accomplish the design, we are asking for a variance which would allow us minor projections into the required side yard.

Rear Kitchen/Breakfast Room Addition: The proposed one-story rear addition contains a new Kitchen and Breakfast Area. The addition is a wood structure that picks up on the original architectural qualities of the existing wood-sided house and Sunroom.

The main mass of the proposed addition is one-story in height, and continues the existing mass of the Sunroom. The Sunroom is an enclosed former porch, with original columns filled in with glass and siding, topped by a roof deck with a painted wood railing. While the existing Sunroom walls sit near the required setback line (6.8'), the existing cornice projects an additional 0.9' into the side yard.

In our design, the new side wall is set back 0.2', so that the new building face is set behind the 7'-0" required side yard, aligns with the existing, and the projecting cornice that is found on the original porch is carried on to the addition. Because this cornice would project 0.9' into the side yard, a variance is required.

Additionally, in the Breakfast Area, there is a new rear-vented (gas) fireplace that projects partly into the room and partly into the side yard. This fireplace surround projects 0.9' into the side yard. Since it is also topped by the projecting cornice, the total projection is 1.8' into the required side yard, and thus requires a variance.

Requirements of Section 8-11(c) of the Village Code

1. The proposed variance is required at the side of the house in order to create a Kitchen which is functional and is in approximate alignment with the existing Sunroom.

The proposed variance is required at the Breakfast Area in order to allow the fireplace to sit comfortably inside and outside the Family Room. A greater projection into the room sits oddly relative to the room. Reducing the size of the room in by the proposed projection (1.8') would adversely affect the use of the Breakfast Area.

2. The proposed variance would most nearly accomplish the intent and purpose of the Village requirements because the dimensions are minimal and in harmony with the house and other houses on the street.
3. The proposed projections do not violate any covenant on the property, which are attached to this document. There is a 25'-0" front yard covenant on the property. The side yard covenant is 5'-0". Including the cornice overhangs, this would leave a 6.1' side yard for most of the addition, and a 5.2' side yard at the fireplace surround.

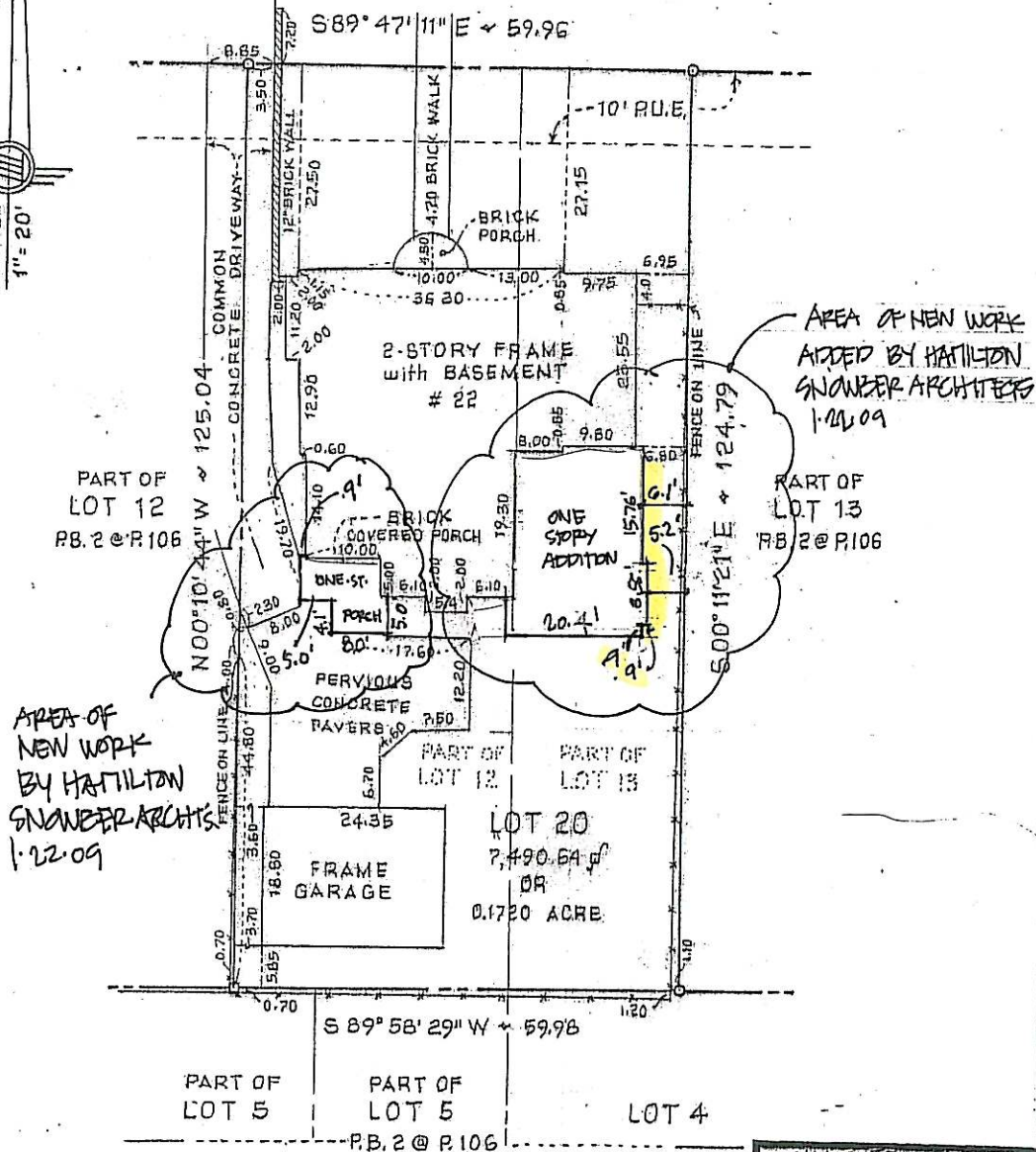
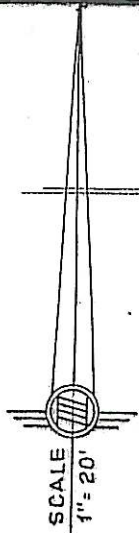
The proposed projections are minor in dimension (both horizontal and vertical), and would not adversely affect the light and air of adjoining properties. At the variance hearing, we will have supporting letters from the most directly affected neighbors.



Chris Snowber
Hamilton Snowber Architects

House Location
Lot 20 Block 24 Section 2
CHEVY CHASE
Plat No. 21471 Montgomery Co. MD

HESKETH STREET



The property shown hereon is not within
Zone A-Special Flood Hazard Area per
FEMA Flood Insurance Rate Maps.

SURVEYOR'S CERTIFICATES:

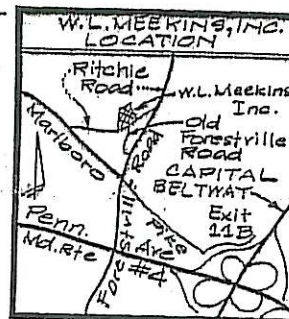
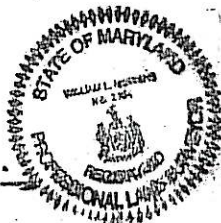
I hereby certify that the position of the
existing improvements on the above described
property has been carefully established by a
transit-tape survey and that unless otherwise
shown, there are no visible encroachments.

Date: 10-20-08

I hereby certify that I have carefully surveyed
the property as shown by this plat and iron
pipes are in place as shown.

Date:

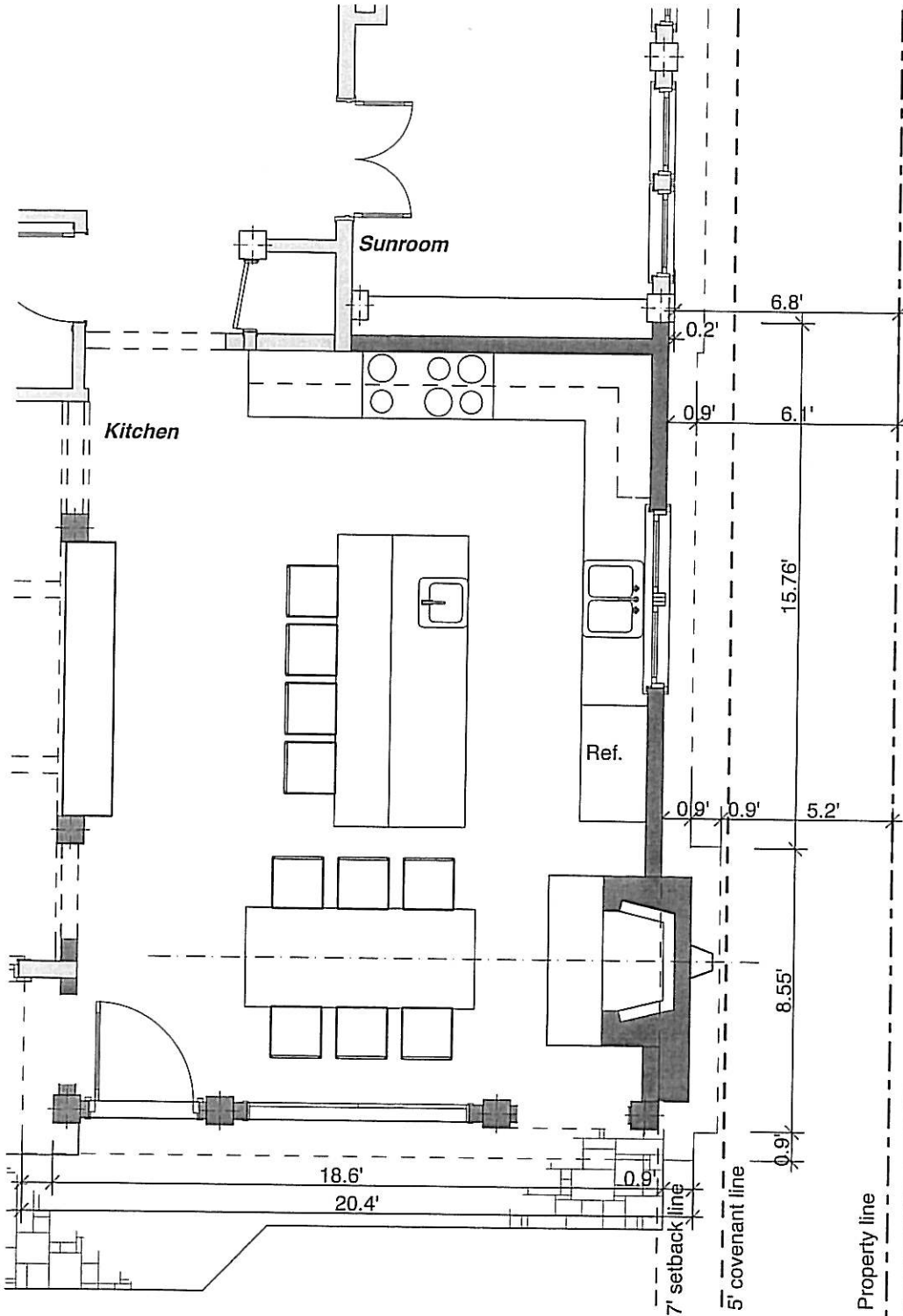
Note: House location surveys do not include setting
iron pipes on property corners.



NO TITLE REPORT FURNISHED.
PLAT SUBJECT TO RESTRICTIONS & EASEMENTS
OF RECORD OR OTHERWISE.

W.L. MEEKINS, INC.
3101 Ritchie Road
Forestville MD 20747-4434
301-736-6387/5366

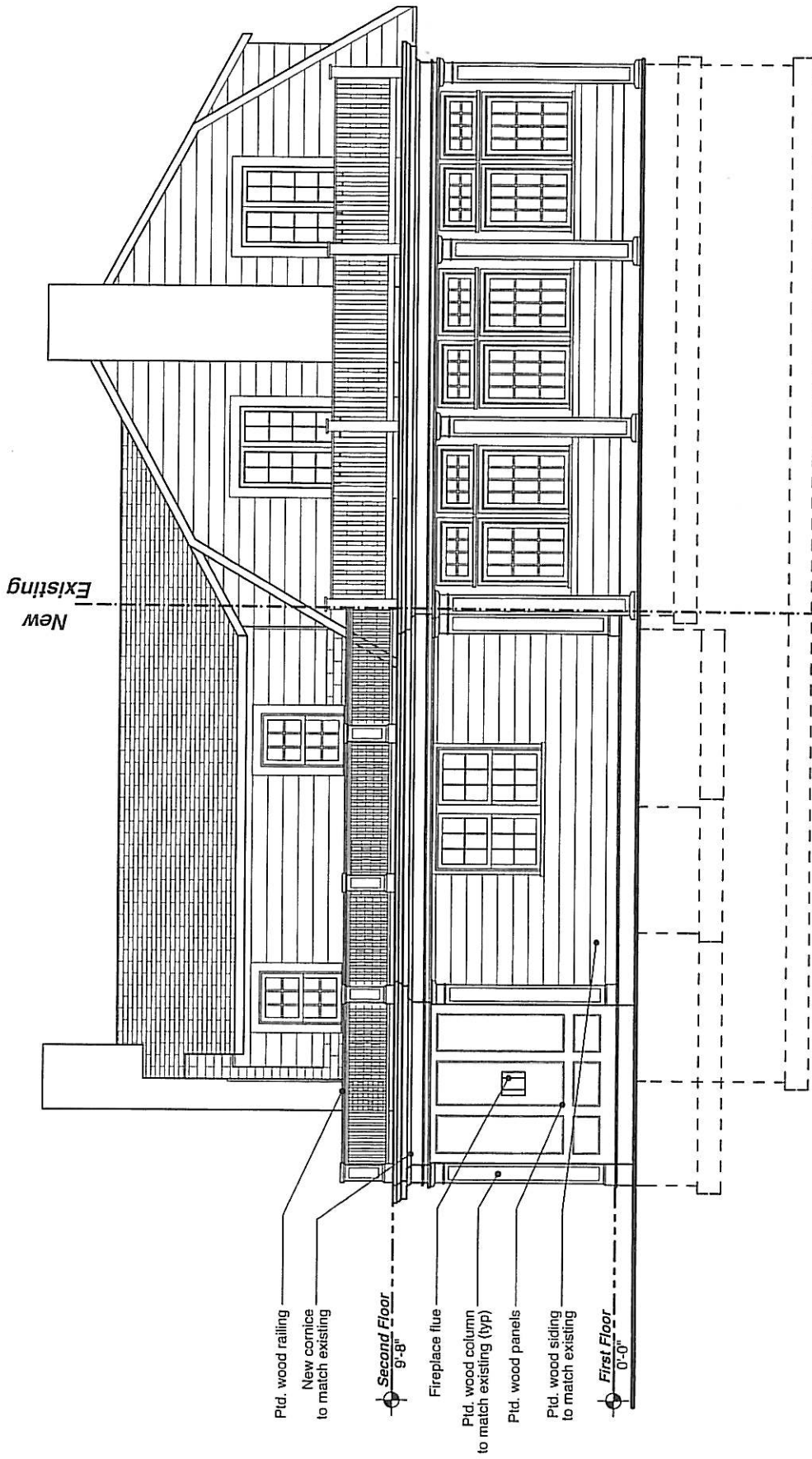
REGISTRATIONS
MD # 2134 & # 10833
VA # 576 D.C. L.S. # 900860
www.meekins.net



Campanella
Residence
22 Hasketh St
Chevy Chase, MD 20815

Kitchen Plan
Scale: 1/4" = 1'-0"
1/26/2009

HAMILTON
SNOWBER
Architects

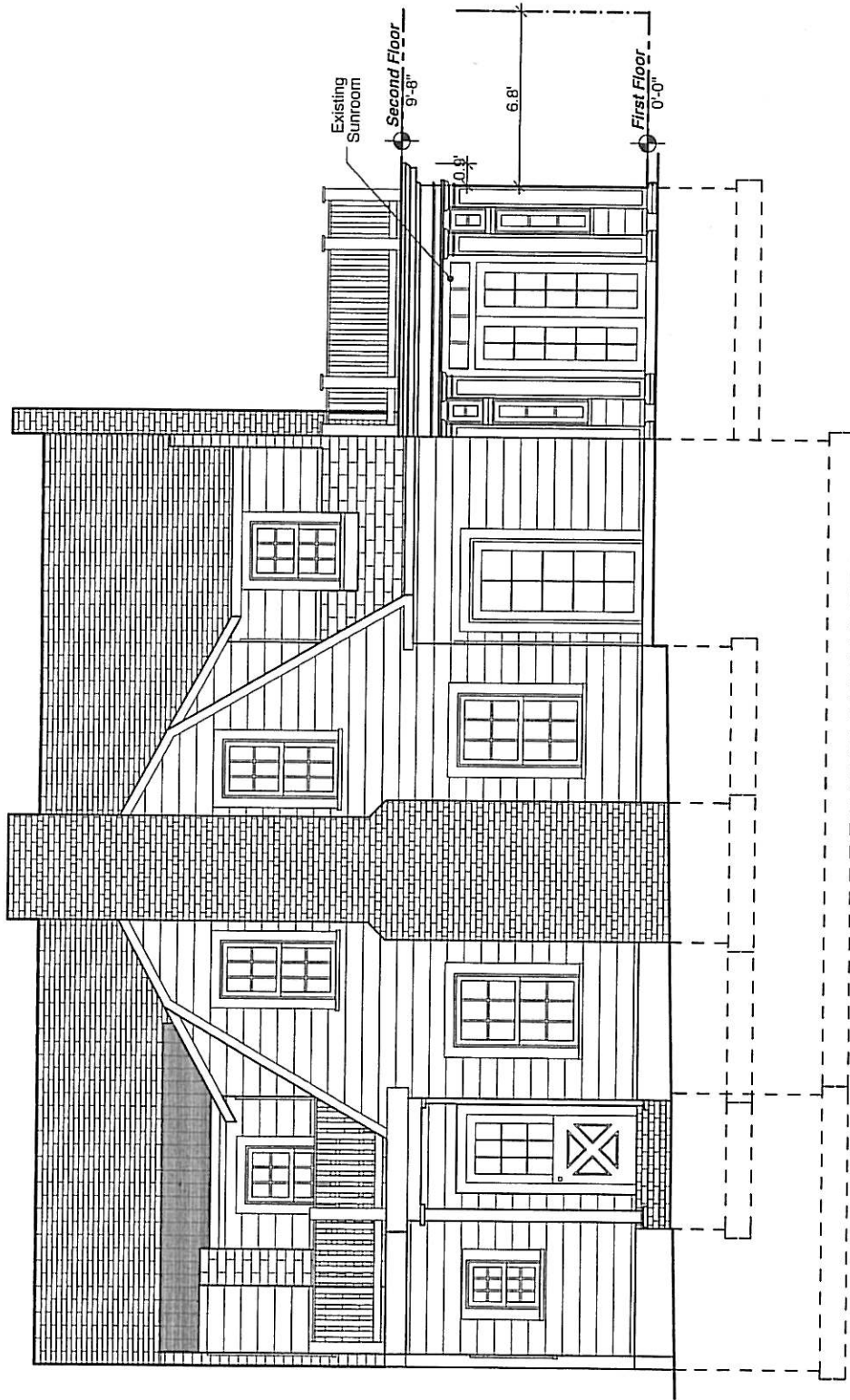


HAMILTON
SNOWBER

Architects

Proposed East Elevation
Scale: 3/16" = 1'-0"
1/26/2009

Campanella
Residence
22 Hesketh St
Chevy Chase, MD 20815

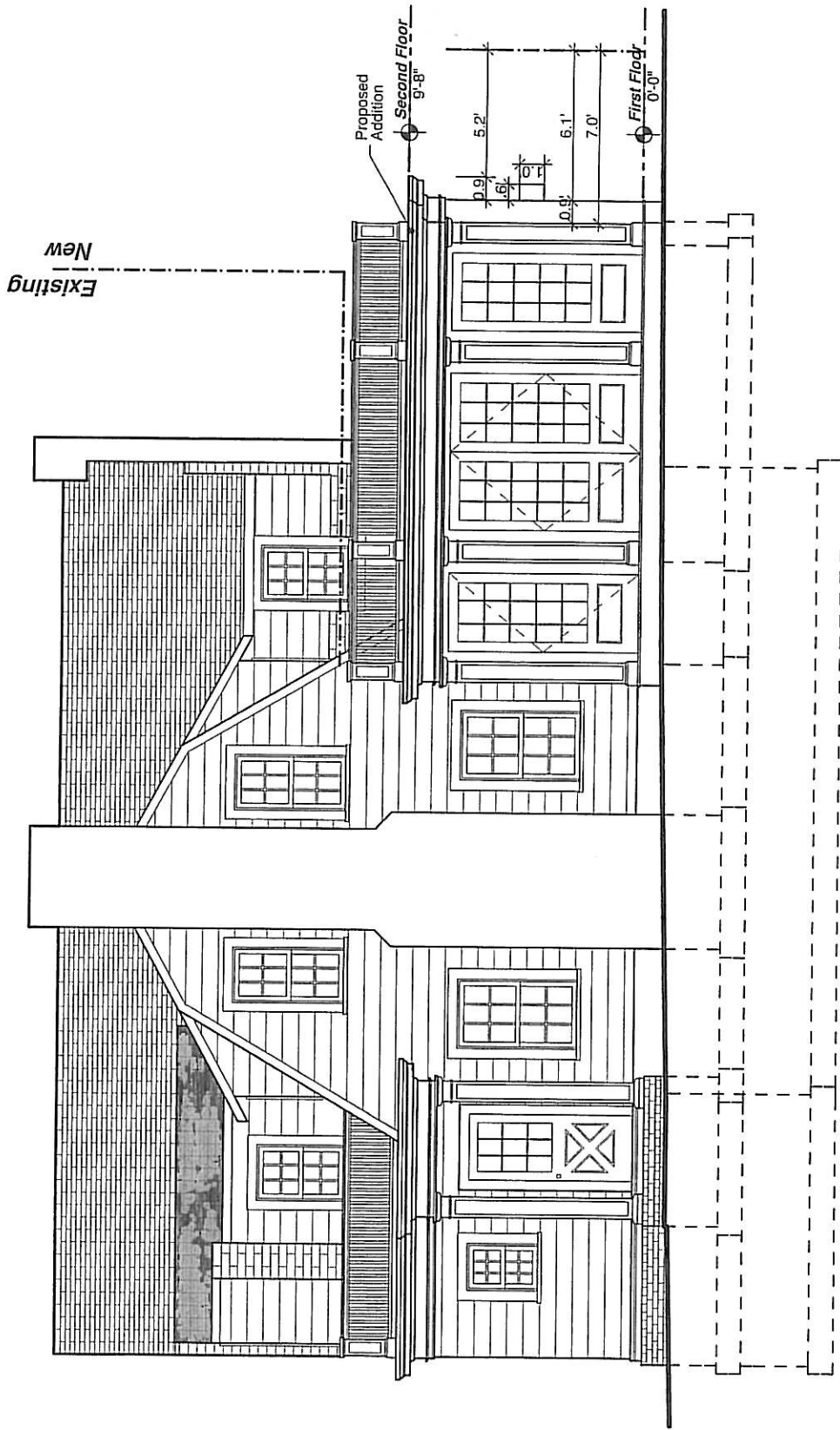


HAMILTON
SNOWBER

Architects

Existing South Elevation
Scale: 3/16" = 1'-0"
1/26/2009

Campanella
Residence
22 Hesketh St
Chevy Chase, MD 20815



HAMILTON
SNOWBER

Architects

Proposed South Elevation
Scale: 3/16" = 1'-0"
1/26/2009

Campanella
Residence
22 Hesketh St
Chevy Chase, MD 20815

To Have and to Hold the piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said John A. Hartensier, his heirs and assigns forever.

And the said parties of the first part covenant that they will warrant specially the property hereby conveyed; and that they will execute such further assurances of said land as may be requisite.

Witness our hands and seals.

Test:

Jno T. Henry.

401 E. Coppes Thurston,

(SEAL)

376 Alice T. Thurston,

(SEAL)

(INTERNAL REVENUE \$4.50)

District of Columbia, ss:

I hereby certify that on this 10th day of March 1919, before the subscriber, a Notary Public, personally appeared Edward Coppes Thurston and Alice T. Thurston, his wife, and did each acknowledge the foregoing Deed to be their act.

In Testimony Whereof, I have affixed my official seal this 10th day of March A.D. 1919.

Jno. T. Henry,

Notary Public, D. C.

John T. Henry
Notary Public
District of
Columbia.

EXAMINED

mailed to

Thomas J.

Baker & Co.

Washington DC

July 1, 1919

At the request of Henry M. French and Edith T. French, the following Deed was recorded March 13th A. D. 1919, at 2:29 o'clock P. M. to-wit:-

This Deed, made this first day of March in the year one thousand nine hundred and nineteen by and between The Chevy Chase Land Company, of Montgomery County, Maryland (a corporation duly organized under and by virtue of the laws of the State of Maryland), party of the first part, and Henry M. French and Edith T. French, his wife, of the District of Columbia, parties of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Eighteen Hundred and Seventy-five (1875) Dollars to it paid by the said parties of the second part, and of the covenants and agreements of the said parties of the second part as hereinafter set forth does hereby grant and convey unto the said parties of the second part, in fee simple, as tenants by the entirety the following described land and premises, with the improvements, easements, and appurtenances thereto belonging, situate in the County of Montgomery, State of Maryland, to-wit:

Part of Lots numbered Twelve (12) and Thirteen (13) in Block numbered Twenty-Four

(24), Section Two (2), "Chevy Chase", a subdivision made by the Chevy Chase Land Company of Montgomery County, Maryland, as per plat of said subdivision recorded in Plat Book No. 2, page 106, of the Land Records of Montgomery County, Maryland, said plat of subdivision being a re-record of the Subdivision recorded among said Land Records in Liber J. A. #36, folio 61, described by metes and bounds, as follows, viz: beginning for the site on the South line of Hesketh Street at a point distant thirty-seven (37) feet west from the Northeast corner of said lot numbered Thirteen (13), and running thence west along said line of said street, sixty (60) feet; thence South and at right angles to said street, one hundred and twenty-five (125) feet to the south line of said lot numbered Twelve (12); thence east along the south line of said lots numbered Twelve (12) and Thirteen (13), sixty (60) feet; thence North and at right angles to said street, one hundred and twenty-five (125) feet to Hesketh Street and the place of beginning.

To Have and to Hold the said land and premises, with the improvements, easements and appurtenances, unto and to the use of the said parties of the second part, as tenants by the entirety in fee simple.

In Consideration of the execution of this Deed, the said parties of the second part, for themselves and for each of them, for their and each of their heirs, and assigns, hereby covenant and agree with the party of the first part, its successors and assigns (such covenants and agreements to run with the land), as follows, viz:

1. That all houses upon the premises hereby conveyed shall be built and used for residence purposes exclusively, except stables, carriage-houses, sheds or other outbuildings, for use in connection with such residences, and that no trade, business, manufacture or sales, or nuisance of any kind shall be carried on or permitted upon said premises.

2. That no structure of any description shall be erected within twenty-five (25) feet of the front line of said premises; and that no stable, carriage-house, shed, or outbuilding shall be erected except on the rear of said premises.

In the case of corner lots any and all lines bordering upon a street, avenue, or parkway shall be considered a front line.

3. That no house shall be erected on said premises at a cost less than Three Thousand (3000) Dollars.

4. That any house erected on said premises shall be designed for the occupancy of a single family, and no part of any house or of any structure appurtenant thereto shall be erected or maintained within five (5) feet of the side lines of premises hereby conveyed, nor within (10) ten feet of the nearest adjacent house.

5. That a violation of any of the aforesaid covenants and agreements may be enjoined and the same enforced at the suit of The Chevy Chase Land Company, Maryland, its successors and assigns (assigns including any person deriving title mediately or immediately from said Company to any lot or square, or part of a lot or square in the section of the Subdivision of which the land hereby conveyed forms a part

And the said party hereto of the first part hereby covenants to warrant specially the property hereby conveyed, and to execute such further assurances of said